



CANYON CINEMA

145 NINTH STREET, SUITE 260  
SAN FRANCISCO, CA 94103  
415-626-2255

## **Estates requesting distribution of work by deceased filmmakers Agreement**

**Please print out these forms, complete, sign and return to Canyon Cinema.**

This is an agreement between the Estate, heir(s) or representative ("Estate") of the deceased filmmaker(s)\_\_\_\_\_ ("Deceased Filmmaker") and Canyon Cinema, a California corporation, ("Canyon") for the distribution of the Deceased Filmmaker's films (the "Deposited Works").

### **The parties agree as follows:**

1. Estate will be considered an associate member of Canyon. Estates are not shareholders, have no voting rights, and may not hold positions as Corporate Officers. Distribution fees, rental and lease privileges will be as stated herein.
2. Estate hereby grants to Canyon the non-exclusive right to distribute the films of Deceased Filmmaker throughout the world.
3. Canyon distributes Regular 8mm, Super 8mm, 16mm and 35mm films. The films submitted must be prints free of splices. Filmmakers must provide a suitable reel, can, and a shipping case for their film when depositing a print for distribution. To aid in the projectionist in focusing, please equip your print with SMPTE or other focusing leader.
4. Prints on deposit at Canyon remain the property of the estate. Canyon has the option of distributing prints for a minimum period of three years. Canyon does not assume any financial responsibility for damage to film prints which may occur beyond its control. Renters, however, are responsible to pay for any damage that may occur in transit or in projection.
5. Rentals paid to Canyon are credited to the Estate's account. The percentage is currently split 50%\* to the filmmaker, 50%\* to Canyon. Canyon will contact the estate in case of special rental requests or purchase inquiries.

Estate has the option of leasing for the life of the print any film listed in the catalog. 80%\* of the lease price is paid to the estate and 20%\* to Canyon. Rental and lease rates are set by the estate. Canyon recommends rental rate of at least \$4\* per minute. Estate will receive financial accounting for all rentals, leases upon request.

Video and DVDs are accepted for lease purposes only. Video/DVDs must be of lease quality, unused, fully labeled with title, credits, etc. They must be ready for shipment to the purchaser. The acceptable format for digital material is DVD. A lease price for the Video/DVD must also be indicated, one for individuals, and one price for Institutions. Lease price for Video/DVDs is determined by the estate with 50%\* of this price being returned to the maker and 50%\* retained by Canyon.



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6. In order to list a film in the online catalog the estate must supply an electronic description of the film which may include credits, synopsis, and selected reviews. JPEG file format photos are encouraged.

7. Distribution Fees are \$100\* per year payable on March 1st. A portion of the fees are used to help pay for website upgrades, development, advertising and correspondences. Estates who are delinquent in paying the annual fee, after being properly notified, will have their work returned to them C.O.D. Canyon is not responsible for any work of estates who cannot be contacted.

Estates existing outside the United States are encouraged to designate a proxy in the United States to represent them and receive correspondence.

8. Estate hereby grants to Canyon the right to edit descriptions of the Deposited Works for electronic publications.

9. Estate hereby grants to Canyon the right to screen all materials submitted for distribution for in house previews.

10. Estate Representations and Warranties. Estates represents and warrants that the Producer has full authority to grant the rights granted to Canyon herein; these rights are free and clear of any liens, encumbrances, restrictions, claims of rights inconsistent with or which could adversely affect any of the rights granted herein to Canyon, and the film as delivered will be free from any outstanding payables of any kind; the grant of rights to Canyon does not interfere with or infringes on the rights of any third party; all rights to music, story, name, likeness picture, character, dialogue, voice-overs, and literary materials upon which the film is based, and any other materials of any nature whatsoever appearing, used or recorded in the film have been obtained in proper form for the free and unrestricted use and exploitation of the film; that the Estate has all the rights necessary to grant the rights to Canyon herein; that all rights, releases, clearances and/or licenses with respect to all materials and elements in, and all persons participating in or performing services on the Film have been secured by the estate for duplications and distribution hereunder; that the films duplicated and distributed hereunder will not be infringed upon by any person, firm or corporation and not contain any illegal material; that distribution hereunder will not violate any copy-right, trademark, literary, artistic, musical or other rights of any person, firm or corporation, and will not require a payment by Canyon to any party whatsoever.\*\*

Estate has the right to issue and authorize publicity regarding persons appearing in the paid advertising of billings, has a right to use, reproduce, transmit, broadcast, exploit, publicize and exhibit their names, photographs, likenesses, voices, and other sound effects, as well as recordings, transcriptions, films and other reproduction thereof in connection with the rights granted herein to Canyon.

There are or will be no restrictions from estates or third parties which could or will prevent, limit or impair Canyon's rights herein.



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**\*\*Obscene matter that is generally considered illegal in the United States is child pornography, bestiality, excretory functions, and violence in conjunction with sexual acts.**

11. Indemnification. Within the limits of applicable state law, Estate hereby indemnifies and holds Canyon, its directors, officers, agents, employees, and assigns, harmless from and against any and all claims, damages, costs, liabilities and expenses (including, without limitation, costs, and reasonable attorneys' fees) resulting or arising from or incurred in connection with any breach by the estate of any representation or warranty contained in this Agreement, providing that Canyon Cinema gives estate prompt notice of any claim or litigation to which indemnification applies and the opportunity to participate in the disposition (by compromise, settlement or other resolution by excluding any omission or wrongdoing by the estate such claim or litigation.

12. Governing Law. This agreement shall be governed according to the laws of the State of California as if executed and performed in the State of California.

13. Notices. All legal notices, demands, waivers, consents, and requests which may be given by either party to the other under the terms of this Agreement shall be in writing and shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, addressed as follows:

Estate - Print Name

.....  
.....

Address

.....  
.....  
.....

Telephone

.....

To: Canyon Cinema, 145 Ninth Street Suite 260, San Francisco, CA 94103

Or to such addresses as shall be furnished by either party to the other. Notices and requests shall be deemed delivered or given when received by the party to whom they are addressed.

14. Mediation/Arbitration. All disputes arising out of this agreement shall be submitted to mediation in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts.

If mediation is not successful in resolving all disputes arising out of this agreement, those unresolved disputes shall be submitted to final and binding arbitration. The arbitrator shall be



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selected in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If such services are not available, the dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

15. Attorneys' Fees. In any dispute between the parties, whether or not resulting in litigation, the party substantially prevailing shall be entitled to recover from the other party all reasonable costs, including, without limitation, reasonable attorneys' fees.

16. Entire Agreement. This Agreement represents the entire agreement between the parties, superseding or replacing all prior oral or written understandings or representations with respect to the subject matter hereof. No provision of this Agreement may be waived or amended, except by a written instrument executed by the party to be changed.

17. Construction. This Agreement has been negotiated and approved by the parties hereto and, notwithstanding any rule or maxim of construction to the contrary, and ambiguity or uncertainty in this Agreement shall not be construed against either party based upon authorship of any of the provisions hereof.

18. Accounting will be made in the name of one individual specifically designated by the filmmakers, who is

.....  
Print Name

.....  
Signature

.....  
Date

.....  
Address  
.....  
.....

.....  
Telephone

.....  
Social Security Number

\*Please note: these rates are subject to change as determined by the Board of Directors.



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## Filmmaker's Information Sheet

Please return this form with your signed Filmmakers Agreement

Legal name for Canyon Cinema's permanent records

.....

Name as you wish listed in the Catalog

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Permanent mailing address

.....

Phone numbers

.....

Home

.....

Work

.....

Fax

.....

Email

.....

Social security number

.....

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Alternative address/contact

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Alternative phone/fax number

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(Foreign Shareholders only) Agent in United States authorized to conduct business

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Are films available to Canyon Cinema for benefit purposes?

Yes \_\_\_ No \_\_\_

Are you willing to have the staff negotiate fair and reasonable rental fees for theatrical or multiple screenings?

Yes \_\_\_ No \_\_\_

Shall Canyon Cinema provide non shareholders with your address?

Yes \_\_\_ No \_\_\_

Shall Canyon Cinema provide non shareholders with your phone number?

Yes \_\_\_ No \_\_\_

For Grant writing purposes please provide your sex

Female \_\_\_ Male \_\_\_

What is your ethnic identity?

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Signature

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Date \_\_\_\_\_